IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No. 1468 of 2001
With
CIVIL APPLICATION No. 7397 of 2001
In SPECIAL CIVIL APPLICATION No. 1468 of 2001

For Approval and Signature:

HONOURABLE MR.JUSTICE KS JHAVERI

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1 Whether Reporters of Local Papers may be allowed to see the judgment ?

2 To be referred to the Reporter or not ?

3 Whether their Lordships wish to see the fair copy of the judgment ?

4 Whether this case involves a substantial question of law as to the interpretation of the constitution of India, 1950 or any order made thereunder ?

5 Whether it is to be circulated to the civil judge ?

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NATRAJ THEATRE - Petitioner(s)

Versus

GUNIRAM BHAKUNI JADAV C/O GENERAL MAZDOOR SABHA - Respondent(s)

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Appearance :
MS KRUTI J VORA for Petitioner(s) : 1,
MR DG SHUKLA for Respondent(s) : 1,
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CORAM : HONOURABLE MR.JUSTICE KS JHAVERI

Date : 18/11/2005

ORAL JUDGMENT

1. By way of this petition, the petitioner has challenged the award dated 20.10.2000 passed by the Labour Court, Ahmedabad in Reference (LCA) No.645/1987

directing the petitioner to reinstate the respondent with 70% backwages.

2. The short facts of the case are that the petitioner namely Natraj Theatre is a partnership firm where the respondent was earlier serving as a Gardener. After destruction of the garden, the respondent was appointed as a sweeper in the petitioner theatre. When the respondent was found not discharging his duties efficiently, two show cause notices were issued to him. Thereafter, on 04.12.1986, after a formal inquiry and considering the written explanation of the respondent and all other cogent materials and evidences, the respondent was discharged from service with due payment of gratuity, retrenchment compensation and all other benefits. Thereafter, the respondent raised industrial dispute before the Conciliation Officer alleging illegal termination of service which was then referred to the Labour Court, Ahmedabad for adjudication whereby the Labour Court passed the aforesaid order. This order is challenged in this petition.

3. The Manager of Natraj Theatre and the respondent workman both are present before this Court today. The consent term is signed by the authorised representatives,

union leader and the Advocates and they have accepted the terms. It is stated that the parties have arrived at a settlement and a compromise pursis has been placed on record wherein it is stated that the parties have amicably settled the differences as per the following terms:

> "(i) The petitioner hereby pays the amount of Rs.70,000/- to the respondent. Out of the said amount the draft of amount of Rs.50,000/- bearing no.597730 of the Indian Overseas Bank, Ashram Road Branch is already given and the remaining amount of Rs.20,000/- is paid in cash for which appropriate receipt is issued by the respondent.
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> (ii) The parties agree that the said amount is toward full and final settlement of all claims and differences between the parties and the respondent shall have no other claim of any nature against the petitioner or anybody on their behalf. The parties further agree that this settlement is in addition to any amount already paid by the petitioner to the respondent earlier at the time of termination of his services.
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> (iii) The respondent further agrees to forgo his right to claim reinstatement and shall not be henceforth entitled to claim either reinstatement or compensation from the petitioner or anybody acting on their behalf".

4. In view of the above, the award of the Labour Court is substituted by the terms of the aforesaid compromise. The parties will be governed by the terms of settlement. Rule is made absolute to the aforesaid extent with no order as to costs.

5. Since the main petition has been disposed of today,

Civil Application No.7397/2001 will not survive and is accordingly disposed of.

(K.S. JHAVERI, J.)

Divya//